

REQUEST FOR TENDERS AIRCRAFT CHARTER



Pacific Pilotage Authority Canada
Suite 1000, 1130 West Pender Street
Vancouver, BC, V6E 4A4

REQUEST FOR TENDERS - AIRCRAFT CHARTER

TENDER FORM

Date of Tender: March 15, 2021	Replies must be received prior to:	2:00 p.m. Pacific Daylight Time	April 9, 2021
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Return To: Pacific Pilotage Authority 1000, 1130 West Pender Street Vancouver BC, V6E4A4	Contact: Bruce Northway Email bruce@ppa.gc.ca Phone: 604-666-3519	Cellular: 604-314-9508
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DESCRIPTION OF SERVICES REQUIRED

General Title of Contract:	DAILY AIRCRAFT CHARTER CONTRACT WITH THE PACIFIC PILOTAGE AUTHORITY CANADA DURING THE COVID-19 PANDEMIC
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AIRCRAFT CHARTER DETAILS

Number of Passengers Six (6)	Number of Bags Six (6)	Total Freight Weight (Kg) 100
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This tender request is for the following parameters:

Dedicated aircraft and dedicated air crew for a six (6) month term with a one (1) month cancelation policy. The details of the aircraft and air crew required are outlined in the tender document.

The aircraft must be based in the southwestern region of BC, specifically, Victoria, Nanaimo, Vancouver, or Abbotsford

The provider must have a secondary aircraft available to back up this aircraft request.

Aircraft Type	Seating Capacity	Aircraft Registrations	
		Mileage Rate	
		Rate:	x 1 Miles: = \$
Monthly Base			
Rate:	x 1 month = \$	Fuel Surcharge	

BIDDER - OFFER

Name of Firm	Address
Contact	
Phone	Fax
	Email

_____ Authorized Signature	_____ Title	_____ Date
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CONTRACT AUTHORITY ACCEPTANCE - When signed, this document becomes a Contract.

- _____ Authorized Signature	_____ Title	_____ Date
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Mandatory Submission Requirements

Bidders are required to complete and sign the front page of the Request for Tenders and email the indicated contact of the Pacific Pilotage Authority Canada.

Additional Submission requirements

Bidders are requested to provide the following information with their tender bid submission. If not provided with the tender, bidder will be asked to provide this within 48 hours upon request. If a bidder does not provide this within the 48hours, it will result in the bidders tender being rejected as non-responsive.

Bidders will provide a description of a contingency plan should the aircraft have mechanical problems. A similarly equipped, comparable aircraft must be available within 24 hours. The contractor is responsible to provide and cover all related costs.

All questions must be sent by e-mail to bruce@ppa.gc.ca

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GENERAL CONDITIONS

1. **DEFINITIONS:** In the contract
 - i. "Contracting Authority" means the CEO or CFO who has been delegated the powers and duties of a contract officer.
 - ii. "PPA" means the Pacific Pilotage Authority Canada
 - iii. "Contractor" means the legal entity that has been awarded the contract.
 - iv. "Work" means the goods, services or construction as set out herein.
 - v. "Main Body" of the contract means this contract minus any appendices, schedules or other attachments.
2. **APPLICABLE LAW:** means any applicable domestic law, including any statute, subordinate legislation or treat; and any applicable guideline, directive, rule, standard requirement policy, order judgment, award or decree of a governmental authority having the force of law; and includes all laws and regulations as may be prescribed by any governmental authority having jurisdiction over the matters contained herein.
3. **ENTIRE CONTRACT:** This contract and the attached appendices hereto comprise the entire contract between the Parties hereto and supersede and shall take effect in substitution for all previous agreements and arrangements whether written or implied between the Parties relating to the Work to be provided by the Contractor and all such prior agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent with effect from the commencement of the term of this contract. Where there is a conflict between the Main Body of this contract and any incorporated appendix, schedule or attachment, the terms of the Main Body of this contract shall prevail, to the extent of the conflict.
4. **INDEPENDENT CONTRACTOR:** The Contractor is an independent Contractor with the PPA and nothing in this contract shall be construed or deemed to create the relationship of employee and employer or of principle and agent between the PPA and the Contractor. The Contractor is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, employment insurance, income tax, workers' compensation and Payroll Tax.
5. **TIME:** Time is of the essence of this contract, both with respect to times, dates, or periods specified in the contract; and any times, dates, or periods that may be substituted for any of those in the contract, by agreement between the PPA and the Contractor.
6. **IMPLIED TERMS:** No implied terms or obligations of any kind by or on behalf of either party to this contract shall arise from anything in the contract and the express covenants and agreements therein contained and made by the parties to this contract are the only covenants and agreements upon which any rights against the parties are to be founded.
7. **AMENDMENTS:** This contract may only be amended, extended, or renewed by the written consent of the parties.
8. **SUCCESSION:** This contract shall enure to the benefit of and be binding upon the administrators, executors, successors, and assigns of Contractor and the successors and assigns of the PPA.
9. **SEVERANCE OF TERMS:** It is intended that all provisions of this contract shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision shall be deemed severed from the remainder of this Contract and all other provisions shall remain in full force.
10. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign, transfer or sub-contract any of the Work to be done under this contract, or any part thereof, to any party without prior written consent of the PPA. If, with the consent of the PPA the Work or any part thereof is performed by a subcontractor, the Contractor shall be fully responsible to the PPA for the acts and omissions of the sub-contractor and all its officers, servants and agents. In the case of a proposed assignment of monies owing to the Contractor under this contract, the Contractor acknowledges that the consent in writing of the PPA must be obtained.
11. **WAIVER OF BREACH:** No waiver by either party of any breach of any term, condition, or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to any breach shall not affect the rights of the parties relating to other or future breaches.
12. **PERFORMANCE:** The failure of either party at any time to require the performance of any provision or requirement of this Contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.
13. **NOTICE:** Any notice required to be given herein or any other communication to either party pursuant to this contract shall be in writing and shall be personally delivered, sent by facsimile, email, or posted by prepaid registered mail at the address on the front of this contract.
14. **HARASSMENT FREE AND RESPECTFUL WORKPLACE:** The parties and their employees, agents, and representatives shall observe and be bound by the Harassment in the Workplace Policy of the PPA as it applies to this contract. A copy of the Harassment in the Workplace Policy will be supplied the Contractor by the PPA at the time of contracting. The Contractor shall, upon the request of the PPA, remove from any PPA work site where the contract work is being performed, any person employed by it for the purposes of the contract who, in the opinion of the PPA, has violated the Harassment in the Workplace Policy.
15. **ACCESS TO INFORMATION:** All information, including documents, submitted to the PPA are in the custody and control of the PPA and thus subject to the protection and disclosure provisions of the Access to Information and Protection of Privacy Act. This Act allows any person a right of access to the records in the custody or under the control of a public body subject to limited and specific exemptions.
16. **CONFORM TO APPLICABLE PROCEDURE:** The Contractor agrees to conform to all relevant sections of the PPA's Air Charter Procedure (Attached to this document as Appendix I). Failure of the Contractor to conform to the procedure will be deemed as a breach of contract.

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CONTRACTOR'S RESPONSIBILITIES

- EQUIPMENT:** The Contractor shall furnish all tools, equipment, labor, supervision, materials and other supplies and services necessary for the execution and completion of the Work, at the Contractor's sole expense, unless otherwise specified in writing to the contrary.
- SUBCONTRACTORS:** The Contractor shall ensure that any subcontractors engaged to perform any portion of the Work will be bound by the terms and conditions essentially the same as those in this contract, to the extent that they are applicable to the goods or services provided by the subcontractor.
- COMPLIANCE WITH LAWS:** The Contractor shall comply with all legal requirements, and shall have and maintain, at its cost, all permits, licenses and fees required for the performance of the Work.
- INDEMNITY:** The Contractor shall defend, indemnify, and hold harmless the PPA, its officers, employees, servants and agents from and against all claims, actions, causes of action, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner based upon or related wholly or partially to the acts or omissions of the Contractor in its performance of this Agreement. The obligation to indemnify and hold harmless shall not apply to the extent that a court of competent jurisdiction finally determines that such losses or damages were caused by the intentional or negligent acts or omissions of the PPA, its officers, employees, servants or agents.
- WORKERS' SAFETY AND COMPENSATION COMMISSION:** The Contractor shall, at its own expense, obtain Workers' Safety and Compensation Commission coverage for itself, all employees and partners, or other individuals employed or engaged in the execution of the work and shall ensure all approved subcontractors obtain compensation coverage. The Contractor shall conform and comply with all conditions set forth in the Workers' Compensation Act and Regulations pursuant hereto and pay all assessments pursuant to the said Act.
- RECORDS:** The Contractor shall keep proper accounts and records of this contract for a period of 3 years after the expiry of this agreement. At any time during the term of this contract or the three years after the expiry of this contract, the Contractor, upon request of the PPA shall produce such accounts and records.
- CONFIDENTIALITY:** The Contractor shall ensure that all and any information related to the affairs of the PPA to which the Contractor becomes privy as a result of this contract, is confidential and shall be treated as confidential during and after the term of this contract and shall not be divulged, released or published without the prior written approval of the PPA.
- NOTICE OF CLAIM:** The Contractor shall give notice to the PPA immediately of any claim, action, or other proceeding made, brought, prosecuted, or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non- performance of the service under this contract.
- INVOICING:** The Contractor must submit to the PPA an invoice in satisfactory form upon completion of the Work or at other times as required. Invoices should clearly indicate the contract reference number to avoid delay in payment. Invoices that do not indicate the contract reference number may be returned to the Contractor.
- INTELLECTUAL PROPERTY:** Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Contractor in performing the contract or conceived, developed or first actually reduced to practice in performing the contract (herein called "the property") shall vest in the PPA and the Contractor hereby absolutely assigns to the PPA the copyright in the property for the whole of the term of the copyright.

RIGHTS AND OBLIGATIONS

- BREACH OF CONTRACT:** The PPA, having given written notice of a breach, may withhold or hold back in whole or in part any payment due the Contractor without penalty, expense or liability, if in the opinion of the Contracting Authority, the Contractor has failed to comply with or has in any way breached an obligation of the Contractor. Any such holdbacks shall continue until the breach has been rectified to the satisfaction of the PPA.
- DEFAULT:** In the event that the Contractor is, in the opinion of the Contract Authority, in default in respect of any of the obligations under this Contract hereunder the PPA may do any act it deems necessary to rectify such default and may deduct or set off the cost of such rectification against any amount or payment due to the Contractor.
- TERMINATION:** The PPA may terminate this contract at any time, upon giving written notice to this effect to the Contractor if, in the opinion of the Contracting Authority: the Contractor is unable to perform the Work as required; the Contractor's performance of the Work is faulty; the Contractor becomes insolvent or commits an act of bankruptcy; in the event any actual or potential labour dispute delays or threatens to delay timely performance of this contract; or the Contractor defaults or fails to observe the terms and conditions of this contract in any material respect. This contract shall terminate as of the day for termination set out in the written notice.
- CANCELLATION:** As a recognition of the reality of the COVID-19 pandemic, either party may cancel this agreement with one (1) month's notice with notice being given on the first (1st) day of a month.
- PAYMENT:** Upon completion of the Work, or any agreed upon part thereof, and provided all terms and conditions hereof on the part of the Contractor have been complied with, the PPA shall pay each invoice from the Contractor within thirty (30) calendar days after its receipt, or thirty (30) calendar days after delivery of the Work, whichever is later.
- LIABILITY:** The PPA, its servants and agents, shall not be liable to the Contractor, its officers, servants, agents or subcontractors for any loss, damage or injury (including death) or for any loss or damage to the property of the Contractor, or property of others for which the Contractor is responsible, however arising or in any manner based upon, arising from or attributable to the performance of this contract; and the Contractor waives all rights and

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recourse against the PPA for any such loss, damage, or injury or loss or damage to the Contractor's property or property of others for which the Contractor is responsible.

7. COVID-19 PROTOCOLS: The Contractor will comply with the PPA's COVID-19 safety protocols. A copy of these protocols will be supplied upon request.

AIRCRAFT CHARTER REQUIREMENTS

1. The Contractor must possess the following:
 - a valid License as issued by the Canadian Transportation Agency for a Domestic Air Service;
 - a valid Transport Canada Air Operator Certificate for Domestic Air Service; and
 - Insurance for Aircraft and Services, for not less than the limits required by the laws of Canada.
 - Transport Canada approval to carry and transport dangerous goods by air.
 - BARS Certification

The Contractor upon request shall submit a true and current copy of the above documents to the PPA prior to the commencement of the Aircraft Charter. If any of the required documents are not up to date, or do not otherwise conform to the requirements of the contract, The PPA reserves the right to cancel the contract and award the Aircraft Charter to another carrier.

2. The Contractor must have available:
 - 9 passenger, twin engine, pressurized aircraft.
 - 19 passenger, twin engine, pressurized aircraft
3. The Contractor shall have exclusive operational control over the chartered aircraft, the passengers, the crew and the contents thereof. The Contractor may cancel or terminate the Aircraft Charter at any time, return to base or to the last point of landing, or divert to or land at an intermediate point when such action is deemed by the Contractor to be necessary due to mechanical failure, weather conditions, or other conditions beyond the control of the Contractor.
4. When the flight crew is away from base and exceeds duty time restrictions while carrying out the directions of the PPA the applicable aircraft and flight crew expenses incurred will be added to the charter invoice.
5. When, due to causes beyond the control of the Contractor, the chartered aircraft is unavailable for all or part of the Aircraft Charter, the Contractor may use another aircraft of the same type or, with consent of the PPA, substitute any other type at a rate not exceeding the contracted rate. If the replacement aircraft has a lower payload than the original aircraft chartered, the rate shall be decreased accordingly.
6. A member of the aircraft crew shall provide a safety briefing in accordance with the Canadian Aviation Regulations before the flight commences.
7. The Contractor shall provide an aircrew as required for the aircraft type chartered as specified in the Contractor's Transport Canada approved Flight Operations Manual. The pilot in command shall have an appropriate pilot license and endorsements with the minimum qualifications as prescribed in the PPA's Air Charter Procedures (Appendix I).
8. The Contractor shall maintain the following insurance coverage, as applicable for the activity under contract, for the duration of this contract:
 - Comprehensive General Liability Insurance with a limit of not less than two million dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.
 - Automobile Liability Insurance in respect of the Contractor's owned and leased vehicles with limits of not less than one million dollars inclusive per occurrence for bodily injury, death, and damage to property if the Contractor is to supply ground transportation.
 - Aircraft Liability for not less than the limits required by the Aeronautics Act and Air Transportation Regulations to cover all aircraft engaged in the work resulting for this contract, such coverage to include passenger hazard liability.
 - Aircraft Insurance as detailed in the PPA's Air Charter Procedure. If the PPA's Air Charter Procedure insurance requirements are greater than those listed above, the PPA's Air Charter Procedure insurance requirements must be met.

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Appendix I – Pacific Pilotage Authority Canada Air Charter Procedure

1. Purpose

To ensure that the appropriate insurance, helicopter pilot training and type of helicopter is in place before chartering.

2. Scope

This procedure applies to all fixed and rotary wing aircraft chartered by the PPA.

3. Procedure Requirements

MANDATORY LEGAL DOCUMENTATION

Licenses NTA No(s)

Operations Certification(s) No.

Flight Operations Manual, Date Approved:

Insurance Company Name: Expiry Date:

Date Last Main Base MOT Inspection:

COMMITMENT

The Company certifies that:

- *No flight will be undertaken for the Pacific Pilotage Authority that contravenes the standards outlined.*

AFFIRMED BY AIR CARRIER OPERATIONS MANAGER

Signature

Date

Printed name

Title

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CONDITIONS FOR TERMINATION

Any of the following conditions may be reason for Pacific Pilotage Authority to discontinue utilization of the carrier:

- Failure to operate a multi engine aircraft without two pilots
- Failure to comply with Pacific Pilotage Authority safety standards for air carriers
- Failure to comply with the applicable Air Regulations and/or Air Navigation Orders
- Failure to maintain aircraft flown on a Pacific Pilotage Authority contract in airworthy condition
- Failure by the air carrier to participate in a base inspection requested by Pacific Pilotage Authority

AIRCRAFT INSURANCE

Air Carrier shall provide PPA with a current Certificate of Insurance (original) evidencing:

- Limit of \$4 million per seat for pilots
- Waiver of subrogation against PPA
- PPA named as an additional insured under Carrier's liability insurance
- PPA to receive 30 days prior written notice of material change in or cancellation of policy

Carrier will be required to indemnify and hold harmless PPA, its agents, servants and employees from and against any and all loss, damage, claim or liability (including legal fees) which may be sustained or brought against PPA in relation to Carrier's services.

AIRCRAFT MAINTENANCE REQUIREMENTS

The Air Carriers must be able to demonstrate that they have sufficient qualified maintenance personnel available, either as full-time staff or by contract maintenance agreement, to maintain the aircraft in an airworthy condition.

Personnel responsible for the certification of the aircraft must:

- Have a valid Aircraft Maintenance Engineer's (AME) License
- Be endorsed on the category and type of aircraft they maintain
- Have two years working experience on the type, or similar type of aircraft

The maintenance program for the aircraft(s) used for the agreement must have an approved Maintenance Control Manual (MCM). Maintenance will be carried out by an AME in accordance with the Charter company's MCM.

The aircraft(s) will be maintained in accordance with regulatory requirements and with either the manufacturer's recommended maintenance programs or a Transport Canada approved maintenance program, which is outlined in the Contractor's Maintenance Control Manual.

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PREFLIGHT BRIEFINGS

A passenger briefing as required by Transport Canada shall be given prior to any flight (except a stop-over with no new passengers boarded). It will include, but is not limited to the following:

- Procedures for entering and exiting the aircraft
- Use of seatbelt for landing and take-off, turbulence, etc. (recommended continuous use in flight)
- Explanation of passenger briefing cards (one where each passenger is seated) with information regarding emergency equipment and exit location
- Means of communication between crew and passengers
- Smoking policy on the aircraft and use of cellular phones

FIXED WING AIRCRAFT REQUIREMENTS

- a. PPA reserves the right at all times to accept or reject any aircraft intended to carry Company personnel.
- b. Multi-engine aircraft are required for flights carrying PPA passengers (with the exception of single engine float planes).
- c. Two pilots are required for all flight operations using twin-engine aircraft carrying PPA passengers.
- d. Twin-engine aircraft will be flown at a maximum take-off weight that will allow, in the event of an engine failure at or after critical engine failure speed on take-off, to:
 - Visual Flight Rules (VFR) – climb to an altitude of 1000 feet above the airport and return for a landing.
 - Instrumental Flight Rules (IFR) – climb to procedure turn altitude or the published sector altitude for the instrument approach in use, carry out the full approach and land at the departure airport OR climb to the minimum en route altitude and proceed to a take-off alternate airport within one hour of departure.
- e. Allowing for meteorological conditions along with normal fuel consumption, all aircraft will be flown at a maximum take-off weight that will permit continued flight with one engine inoperative AT OR ABOVE the following:
 - VFR – an altitude of at least 1000 feet above the highest terrain within three miles of each side of the intended track.
 - IFR – the Minimum Obstruction Clearance Altitude (MOCA)
- f. If the aircraft will be operated in snow, or forecast or anticipated icing conditions, it must be equipped with approved and functioning systems for the prevention or removal of ice accumulation from the wings, tail surfaces, power plants, propellers and windshield, and be certified for flight into known icing conditions.

AIRCRAFT QUALIFICATIONS – FIXED WINGS

Flight crew for a PPA flight shall be incident, accident and violation free in the past 36 months, OR have been granted a waiver by the Authority's specially appointed committee to fly for PPA. Flight crew qualifications are:

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Pilot in Command (PIC)

The pilot in command of any aircraft must have a minimum of 1000 hours in the geographical area to be flown and 1000 hours on floats if applicable.

Single Engine Aircraft

- Valid Commercial License
- 2000 Hours Total Time with 1000 Hours PIC and 50 Hours PIC on type.
- 50 Hours PIC in the previous 90 days with 1- Hours PIC on type.
- 1000 Hours on float equipped single engine aircraft.

Piston Multi-Engine Aircraft

- Valid Commercial License with Class I IFR Rating
- 2000 Hours Total Time with 1000 Hours PIC
- 500 Hours Multi-Engine, a valid PPC and 50 Hours PIC on type
- 50 Hours as PIC in the previous 90 days with 10 Hours PIC on type

Turbo-Prop Multi-Engine Aircraft

- Valid Airline Transport License
- 3000 Hours Total Time with 2000 Hours PIC
- 1000 Hours Multi-Engine and valid PPC on type
- 100 Hours PIC on aircraft make and type
- 50 Hours as PIC in the previous 90 days with 10 Hours PIC on type

Turbo-Jet Aircraft

- Valid Airline Transport License
- 5000 Hours Total Time with 3000 Hours PIC
- 3000 Hours Multi-Engine and valid PPC on type
- 100 Hours PIC on aircraft make and type
- 50 Hours as PIC in the previous 90 days with 10 Hours PIC on type

Second in Command

Piston Multi-Engine Aircraft

- Valid Commercial License
- Class I IFR Rating
- 300 Hours Total Time with 150 Hours PIC
- 100 Hours Multi-Engine and valid PPC on type and a competency check
- 50 Hours in the previous 90 days with 10 Hours on type

Turbo-Prop Aircraft

- Valid Commercial License
- 500 Hours Total Time with 250 Hours PIC
- 250 Hours Multi-Engine and valid PPC on type
- 50 Hours in the previous 90 days with 10 Hours on type

Turbo-Jet Aircraft

- Valid Commercial License with Class I IFR Rating
- 500 Hours Total Time with 250 Hours PIC
- 250 Hours Multi-Engine and valid PPC on type
- 50 Hours in the previous 90 days with 10 Hours on type.

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PILOT DIRECTORY INFORMATION

Pilot Experience

(hours by aircraft type and model)

Aircraft Type	PIC Hours	Total Hours	Last 12 Months	% on Floats	PIC Hours Flying Confined Areas & Unprepared Landing Sites	Geographic Area
TOTALS						

Co-Pilot Experience

(hours by aircraft type and model)

Aircraft Type	PIC Hours	Total Hours	Last 12 Months	% on Floats	PIC Hours Flying Confined Areas & Unprepared Landing Sites	Geographic Area
TOTALS						

4. Responsibilities

Key Personnel are:

- Mr. Brian Young, Director, Pilotage and Industry Liaison
- Mr. Bruce Northway, Manager, Operations and Labour Relations
- Mr. Stuart Mackenzie, Chief Financial Officer

Pacific Pilotage Authority
 Telephone: (604) 666-6771
 Fax: (604) 666-1647
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 Vancouver, BC, V6E 4A4